

PERSONAL SERVICES AGREEMENT

Between

LEWIS COUNTY

and

EARTH ECONOMICS

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the lead agency for the Chehalis River Basin Flood Authority ("Flood Authority") and Earth Economics, 1121 Tacoma Avenue South, Tacoma, Washington 98402, , herein referred to as "Contractor".

IT IS THE PURPOSE OF THIS AGREEMENT to contract with Earth Economics for preparation of an analysis and valuation of flood protection and other ecosystem services in the Chehalis River Basin for Chehalis River Basin Flood Authority.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall govern this contract, including those specific tasks, deliverables and costs as set forth below:

STATEMENT OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth below.
- C. The CONTRACTOR shall produce the written reports or other written documents (deliverables) by the dates identified at the kick-off meeting. All written reports required under this contract must be delivered to the Contract Manager, (Robert A. Johnson, Lewis County Director of Community Development).

PROJECT SCHEDULE AND DELIVERABLES

The following comprises the Scope of Work to be completed by the CONTRACTOR for the COUNTY:

Earth Economics (Consultant) will provide an analysis and valuation of flood protection and other ecosystem services in the Chehalis River Basin for the COUNTY, as lead agency for the Chehalis River Basin Flood Authority.

1. An analysis of flood protection benefits in the Chehalis River Basin that utilizes new tools under a National Science Foundation grant (\$900,000). This analysis will provide greater information to the Chehalis River Basin Authority to assist in the selection and prioritization of flood protection projects.
2. Utilization of a specific flood model and mapping tool for the provisioning of flood protection and beneficiaries of flood protection as well as an integration of flood protection with public safety, local economic development goals, farming, salmon recovery, recreation, and water quality.
3. An identification of the full set of ecosystem services in the Chehalis River Basin.
4. The importance of natural capital to economic development in the Chehalis River Basin.
5. Dollar estimates of the economic value of flood control benefits provided by the natural lands/assets of the Chehalis River Basin using a benefit transfer methodology.
6. A discussion of the valuation within an economic framework of different flood control structures, and natural capital flood control assets for reliable long-term flood protection.
7. An economic justification for budget allocations, grants and funding mechanisms for flood protection, flood protection projects and watershed restoration.
8. A set of criteria for prioritizing different flood control projects and options including the value of ecosystem services.
9. An economic methodology which includes the valuation of ecosystem services in flood control project economic analysis.
10. A conclusion section discussing the importance of flood protection, watershed restoration, farming, salmon restoration as a vital part of economic development and providing next steps toward basin-wide flood protection.

These calculations will rely upon GIS data, the Earth Economics ecosystem service valuation study database, flood protection economic models which include ecosystem service values developed in the United Kingdom, a three-year \$900,000 National Science Foundation ecosystem service analysis tool with a specific flood protection tool for which Earth Economics is a co-principle with the University of Vermont, and other Chehalis River Basin flood control resources and information provided by the client, in a form that is useable by the consultant for the purpose of this work. Due to data, timing and financial limitations, the

results of this valuation will be characterized as a range - high and low values-based on the summation of up to 23 ecosystem service values across vegetation types in the Basin.

This study will be complemented by four short fact sheets for the public and decision-makers which could be used by the cities, counties, tribes, citizens and elected officials throughout the Chehalis River Basin. Four fact sheets can be selected out of these suggested subjects or other suggested fact sheet topics from the clients. Suggested topics for the fact sheets include:

1. Ecosystem services and flood protection in the Chehalis River Basin.
2. The nature of natural capital as an economic asset that appreciates while built capital replacements depreciate with examples from the Chehalis River Basin;
3. Flood protection, ecological sustainability, fairness, economic efficiency and good governance.
4. Valuing natural capital and values in the Chehalis River Basin;
5. The broad economic justification for investing in flood control in the Chehalis River Basin as a basis for economic development.

Outputs will include:

1. Report: A Flood Protection, Ecosystem Services Analysis of the Chehalis River Basin (suggested title).
2. Four fact sheets for use by the Chehalis River Basin Flood Authority for public education.
3. A workshop on flood protection and natural systems in the Chehalis River Basin.

The work will be completed based on the following task outline:

Task 1: Kick-off meeting:

Upon confirmation with the COUNTY, the Consultant will conduct a kick-off meeting, setting the outline of the study, collection of necessary data, communications, coordination with other studies in the Chehalis River Basin and time-table. The COUNTY and members of the Flood Authority will provide the necessary GIS (Chehalis River Basin GIS data has been already obtained by Earth Economics under a grant from the Confederated Tribes of the Chehalis) and related relevant information to the consultant. Close coordination with the designated participants in the Chehalis River Basin Flood Authority and Chehalis Basin Partnership will be set.

Timeline: Completed within 2 weeks of contract signing.

Task 2: Initial Data Collection and Analysis:

Upon completion of Task 1, the Consultant will conduct of all meetings necessary and collect all data necessary for the analysis. The identification of ecosystem services, analysis of economic assets within the basin, flood regime and flood economic analysis, National Science Foundation grant modeling and mapping within the basin, natural capital analysis will be completed.

Timeline: Completed within 2 months of contract signing.

Task 3: Conduct/Complete Valuation Analysis and Summarize Results:

Utilizing the information gathered in Tasks 1 and 2, and upon approval of the COUNTY, the Consultant will conduct the necessary valuation analysis utilizing the collective expertise of staff, and collaborating professionals. The results of this analysis will be presented to the COUNTY in draft format for review and comment. Upon acceptance of format, the Consultant will complete the analysis format and begin preparation of draft report.

Timeline: Completed within 4 months of contract signing.

Task 4: Prepare/Present Draft Report

Upon Completion of Task 3, the Consultant will prepare a draft report of the work. This report will cast the framework for looking at flood protection and other ecosystem services, and values. Summarized in preliminary form, the scope and assumptions of the project work, the valuation results and flood project analysis criteria including the value of ecosystem services will be included. This draft report will be presented in electronic format, for client review/comment. Client comments will be evaluated and responded to in a comment-by-comment summary response and incorporated into the final report as mutually agreed upon. The outline of the four fact sheets and design of the workshop will be discussed with the COUNTY and agreed upon.

Timeline: Completed within month 6 of contract signing.

Task 5: Prepare/Present Final Report

Based upon completion of Task 4 and review/receipt of draft report comments from experts involved with Task 1, the Consultant will prepare the final report. The Final report will be provided to COUNTY for format/graphics review, and upon approval, one (1) electronic version and eleven (11) hard copies of the completed report will be provided to the COUNTY. The fact sheet drafts will be reviewed and finalized and one (1) electronic version and eleven (11) hard copies provided to the COUNTY. The workshop design will be completed.

Timeline: Completed within Month 8 of contract signing.

Task 6: Completion of Workshop

A half-day workshop on ecosystem services and flood protection in the Chehalis River Basin will be provided for 50-75 participants, (site and luncheon costs not included in this contract). Complete the public Launch of the report in close coordination with the Chehalis River Basin Flood Authority and Chehalis Basin Partnership.

Timeline: Completed within Month 10-12 of contract signing.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 1, 2009 through June 31, 2010. The COUNTY may amend the contract for additional extensions. Such amendments shall be agreed upon by both parties in writing.

PUBLICATION REQUIREMENTS

1. Apply the plain talk principles to the document.
2. Provide an electronic copy of the document in software that meets the current graphics industry standards software.

PAYMENT

Cost

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract be on an hourly rate basis, based upon the time spent specifically on the project work and shall not exceed Seventy five Thousand Dollars (\$75,000.00), inclusive of all costs. This not-to-exceed amount shall not be exceeded without prior written approval from the COUNTY. CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the COUNTY as reimbursable. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Budget Breakdown:

Task One: Kick-off meeting and research	\$ 3,000
Task Two: Data Collection and Analysis	\$ 20,000

Task Three: Conduct/Complete Valuation Analysis and Summarize Results	\$ 15,000
Task Four: Prepare/Present Draft Report	\$ 15,000
Task Five: Prepare/Present Final Report	\$ 15,000
Task Six: Completion of Workshop	\$ 7,000

Staff Costs (fully burdened hourly rates, already included in the project budget above):

Total Cost	\$ 75,000
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Co-Funding for This Project

This contract with Lewis County will also allow Earth Economics and the University of Vermont to apply the tools of a \$900,000 grant from the National Science Foundation to this work. This is the premier ecosystem services analysis tool. Earth Economics received a grant of \$5,000 from the Confederated Tribes of the Chehalis which has already enabled the gathering of most GIS and other data necessary for the implementation of this project.

BILLING PROCEDURES AND PAYMENT

The COUNTY will pay CONTRACTOR upon acceptance of services provided, completion of each task, or percentage completion and receipt of properly completed invoices with backup documentation, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to the COUNTY'S satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the COUNTY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for CONTRACTOR is:	Contract Manager for AGENCY is:
<i>David Batker</i> Earth Economics 1121 South Tacoma Avenue Tacoma, Washington 98402 Phone: (253) 539-4801 Fax: (253) 539-5054 E-mail address: dbatker@eartheconomics.org	<i>Robert A. Johnson</i> <i>Lewis County representing the Chehalis River</i> <i>Basin Flood Authority</i> 2025 NE Kresky Ave. Chehalis, WA 98532 Phone: 360.740.2606 E-mail address: robert.johnson@lewiscountywa.gov

Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services:** Earth Economics, hereafter referred to as the "Contractor", agrees to provide to the County the services as described and included on pages 1 through 5 of this Agreement solely on behalf of Lewis County, acting as the lead agency for the Flood Authority and as directed by the Director of Community Development.
2. **Accounting and Payment for Contractor Services:** The County Contractor shall be paid for performance under this contract, in accordance with the schedule and details set forth on pages 5 through 7 of this Agreement.
3. **Assignment and Subcontracting:** No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
4. **Labor Standards and Contract Assistance:** The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program, attached hereto as Special Conditions.
5. **Independent Contractor:** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing contained herein or in this contract shall be construed to create a relationship of employer-employee or master-servant, but all payments made thereunder and all services performed shall be made and performed, pursuant to this Memorandum or any contract, by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for any work request or order shall be specified within said work request or order, and the Contractor, its agents, officers, employees or subcontractors, are not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph by the Contractor.

6. **No Guarantee of Employment:** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor in the present or in the future.

7. **Taxes:** The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:** This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
9. **Right To Review:** This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to any contract and its performance, and any and all communications with or evaluations by service recipients under such contract(s). When necessary, Contractor shall have an affirmative duty of notify such service recipients of this right to review. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under any contract for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.
10. **Modifications:** Either party may request changes in this contract. Any and all agreed modifications shall be in writing, signed by each of the parties, and effective on the latter date of execution by the respective parties.
11. **Termination for Default:** If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent or is declared bankrupt or commits an act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, be depositing written notice to the Contractor in the U. S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any reasonable extra expenses incurred by the County in completing

the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. **Termination or Suspension for Public Convenience:** The County may terminate this contract in whole or in part whenever the County determines, in its sole discretion, that such termination or suspension is in the interests of the County. Whenever the contract is terminated or suspended in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination or suspension of such contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. Lewis County may reactivate the contract in whole or in part following suspension upon depositing written notice of reactivation to Contractor in the U.S. mail, said reactivation becoming effective ten (10) days following mailing.
13. **Defense & Indemnity Agreement:** The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington.
14. **Industrial Insurance Waiver:** With respect to the performance of this contract and as to claims against the County, its officer, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Memorandum as part of the valuable consideration of present and future contracts.
15. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Memorandum or this contract, the venue of such action of litigation shall be in the

courts of the State of Washington in and for the County of Lewis. This Memorandum and any contract shall be governed by the law of the State of Washington. Except as otherwise stated herein, each party shall be responsible for its own attorneys fees.

16. **Withholding Payment:** In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Memorandum or this contract, and said failure has not been cured within the times set forth in any contract, then the County may, upon written notice, withhold all moneys due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
17. **Future Non-Allocation of Funds:** If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
18. **Contractor Commitments, Warranties and Representations:** Any written Commitment received from the Contractor concerning this Memorandum or this contract shall binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment in accordance with industry standards shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this contract, whether or not incorporated elsewhere therein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. **Patent/Copyright Infringement:** Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

That Contractor shall be notified promptly in writing by County of any notice of such claim.

Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. **Disputes:**

General

Differences between the Contractor and the County, arising under and by virtue of this Memorandum or any contract shall be brought to the attention of the County at the earliest possible time in order that such

matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, ruling, instructions, and decisions of the County, shall be final and conclusive.

Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and completed daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. **Ownership of Items Produced:** All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of any contract shall be the sole and absolute property of the County. The Contractor is not liable for any reuse of these materials except as it relates to this project.
22. **Confidentiality:** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of any contract, except upon the prior written consent of the Lewis County Administration Office or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoff's, attorney's fees and costs resulting from contractor's breach of this provision.
23. **Notice:** Except as set forth elsewhere in this Memorandum or this contract, for all purposes under said Memorandum or contract(s), except service of process, notice shall be given by the Contractor to the County's designated

representative. Notice to the Contractor for all purposes under any contract shall be given to the address of record supplied by the contractor. Notice may be given by delivery or by depositing in the U.S. mail, first class, postage prepaid.

24. **Severability:** If any term or condition of this Memorandum or any contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of said Memorandum or contract(s) are declared severable.
25. **Waiver:** Waiver of any breach or condition of this Memorandum or any contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of thereof shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
26. **Survival:** The provisions of paragraphs 6, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20 21, 22, and 26 of this Memorandum, shall survive, notwithstanding the termination of invalidity of this Memorandum or any contract for any reason.
27. **Entire Agreement and Interpretation:** This written Memorandum represents the entire general terms of contracting for professional services as between the parties, and supersedes any prior oral statements, discussions or understanding between the parties.
28. **Contract Management**
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR's services, and at all times acts through its Board of County Commissioners. The Contact Officer of the COUNTY will be Robert A. Johnson, Director of Community Development, or his designee.

B. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in projects associated with any contract between the parties. During the performance of any contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, any contract may be canceled, terminated or suspended in whole or in part and the contract(s) may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of any contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

The CONTRACTOR, shall further verify that:

1. He had not employed or retained any company or person (other than a full-time bona fide employee working solely for the offerer) to solicit or receive said contract(s); and
2. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offerer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of said contract(s); and

3. He has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2009.

This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings.

Lewis County Contract Manager

Robert A. Johnson, Director of
Community Development
350 North Market Blvd.
Chehalis, WA 98532
(360) 740-2606

Contractor Program Manager

David Batker
Earth Economics
1121 South Tacoma Avenue
Tacoma, WA 98402
253-539-4801

LEWIS COUNTY

By: _____
Robert A. Johnson

Title: _____

Date: _____

EARTH ECONOMICS

By: _____
David Batker

Title: _____

Date: _____